

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Applications of)	MM DOCKET NO. 97-128
)	
MARTIN W. HOFFMAN,)	
Trustee-in-Bankruptcy for Astroline)	File No. BRCT-881201LG
Communications Company Limited)	
Partnership)	
)	
For Renewal of License of)	
Station WHCT-TV, Hartford, Connecticut)	
)	
SHURBERG BROADCASTING OF HARTFORD)	File No. BPCT-831202KF
)	
For Construction Permit for a New)	
Television Station to Operate on)	
Channel 18, Hartford, Connecticut)	
TO: The Honorable John M. Frysiak		
Administrative Law Judge		

RESPONSE TO "SUPPLEMENT TO JOINT OPPOSITION"

1. Shurberg Broadcasting of Hartford ("SBH") hereby submits its response to the "Supplement to Joint Opposition to Motion for Leave to Serve Requests for Admissions of Fact" filed July 30, 1998 by Mr. Hoffman, Mr. Ramirez and Two If By Sea Broadcasting Corporation ("TIBS") (collectively, the "Opposers").

2. The purpose of the Supplement appears to be to relieve the Opposers of any obligations to move forward with respect to SBH's most recent discovery requests until "at least 30 days" after the Presiding Judge rules favorably on those requests. The Opposers' position in this regard is completely without merit.

3. First, the Opposers assert that the document requests and interrogatories served by SBH simultaneously with the requests for admissions need not be responded to at all unless the Presiding Judge grants SBH's motion for leave to file the admissions requests.

DHG

But SBH is under no obligation to seek leave to file document requests or interrogatories, and those separate discovery requests must be responded to irrespective of whether the parties are also compelled to respond to the admissions requests.^{1/}

4. Second, the Opposers seem to be conceding that they do not now know -- and will require at least another 30 days to be in a position to know -- whether the December 31, 1985 amended partnership agreement of Astroline Communications Company Limited Partnership ("Astroline") was submitted to the Commission. But Mr. Ramirez was a principal of Astroline at all times relevant to this proceeding, and Mr. Hoffmann, as trustee for Astroline, has had effective possession of all of Astroline's files for the last seven years (and has litigated extensively with respect to Astroline over those years). Messrs. Ramirez and Hoffman may reasonably be expected to be able to say -- without a month of further investigation -- whether Astroline filed with the Commission (or notified the Commission about the terms of) the December 31, 1985 amended Astroline partnership agreement.

5. The Opposers' protestations of burden and surprise are, at best, disingenuous. As SBH has previously noted, this proceeding focuses on, *inter alia*, whether Astroline engaged in misrepresentation to the Commission. One aspect of the alleged misrepresentation arises from Astroline's repeated claims to the Commission that Mr. Ramirez held a 21% ownership interest in Astroline, while he was at the same time

^{1/} In submitting the three discovery requests simultaneously (*i.e.*, admissions requests, document requests and interrogatories), SBH is simply using the routinely-available discovery devices to resolve a factual question (identified by SBH through discovery) regarding the existence *vel non* of certain narrowly-defined documents. If such documents exist and are in the possession of another party, that party should produce the documents (in response to a document request). If such documents exist and are known to, but not in the possession of, another party, that party should identify the documents (in response to interrogatories). If no such documents are possessed by or known to the other party, that party should so admit.

advising the Internal Revenue Service that he owned only a 0.75% interest. Mr. Ramirez initially reported that reduction of ownership to the IRS in his 1985 tax return, *i.e.*, coincident with the effectiveness of the December 31, 1985 amended partnership agreement. The extent to which Astroline disclosed the terms of that agreement to the Commission is of obvious importance to this case, and the Opposers' apparent failure to undertake any significant review of their own documents relative to that question is disturbing.

6. Again, SBH emphasizes that SBH has thus far found no indication that Astroline ever filed a copy of the December 31, 1985 amended agreement with the Commission or that it ever advised the Commission of the terms of that agreement. To the contrary, SBH has found multiple indications that Astroline was concerned about the fact that any plan to restructure Astroline, if disclosed to the Commission, would also be effectively disclosed to SBH. *See* Attachments A and B hereto.^{2/} SBH has also found documents indicating that, while Astroline (or its counsel) was aware of the significance of the December 31, 1985 amended agreement, Astroline had not filed that agreement with the Commission as of September, 1986, *see* Attachment C hereto^{3/}, nor was a copy of that

^{2/} Attachment A is a February, 1985 letter from Astroline's Boston counsel to Mr. Ramirez, the penultimate paragraph of which demonstrates Astroline's sensitivity to the possibility of disclosure of ownership-related information to SBH. Similarly, Attachment B is a May, 1985 memorandum describing a meeting of various Astroline-related persons who discussed, *inter alia*, restructuring Astroline along the lines ultimately utilized in the December 31, 1985 amended agreement. The final paragraph of the memorandum reveals the decision not to report any such changes until after the deadline for SBH's final brief in the pleading cycle then open at the Court of Appeals.


^{3/} Attachment C is a September, 1986 letter from Astroline's Boston counsel to Mr. Ramirez transmitting a copy of the December 31, 1985 amended agreement for placement in the station's public file. This reflects a recognition that the document should have been filed with the Commission (otherwise, no need would have existed to place it in the public file), but there is no indication that the document was ever so filed -- indeed, the fact that the document was being provided to the station months after the agreement was executed, by Boston counsel (*not* Washington communications counsel) suggests that it had *not* been filed with the Commission.

agreement apparently available even in the files of Astroline's Washington communications counsel as of July, 1987, *see* Attachment D hereto. SBH has also found documents indicating that Astroline's communications counsel was acutely aware that the December 31, 1985 amended agreement failed to include certain provisions necessary to assure that Astroline would be treated as a limited partnership for Commission purposes, *see, e.g.*, Attachment E hereto. These and other documents support a conclusion that Astroline never in fact filed its December 31, 1985 agreement with the Commission.

7. The Opposers' claims of surprise and burden are plainly without merit. The admissions which SBH seeks are well within the Opposers ability to provide. Those admissions relate to an important factual aspect of this case which the Opposers should have recognized long ago. Admissions as requested by SBH will expedite the ultimate trial of this case. By contrast, the Opposers' position, as expressed in their Supplement, appears designed to delay the hearing herein beyond its current scheduled commencement date of September 29. No justification exists for any such delay in this matter.

Respectfully submitted,

/s/


Harry F. Cole

Bechtel & Cole, Chartered
1901 L Street, N.W. - Suite 250
Washington, D.C. 20036
(202) 833-4190

Counsel for Shurberg Broadcasting of Hartford

July 31, 1998

ATTACHMENT A

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

February 25, 1985

Mr. Richard P. Ramirez
General Partner
Astroline Communications Company
Limited Partnership
185 Asylum Street
City Place
Hartford, CT 06103

Re: Proposed Organization of New Corporation

Dear Rich:

You have asked for our advice as to whether a corporation owned by you could assume your position as a General Partner of Astroline Communications Company Limited Partnership (the "Partnership"). I am writing to summarize for you the background facts and the method by which such a change might be accomplished.

Background

The Partnership is a Massachusetts limited partnership organized pursuant to a Limited Partnership Agreement dated May 29, 1984 (the "Partnership Agreement"). The General and Limited Partners of the Partnership and their respective capital contributions to and equity interests in the Partnership are as follows:

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Richard P. Ramirez	\$ 200	21%
WHCT Management, Inc.	100	9%
<u>Limited Partner</u>		
Astroline Company	<u>500,700</u>	<u>70%</u>
Total	\$501,000	100%

Astroline Company is the owner of all of the outstanding Common Stock of WHCT Management, Inc. Under the terms of the Partnership Agreement, the profits and losses of the Partnership are allocated

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Mr. Richard P. Ramirez
February 25, 1985
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among the partners in accordance with their respective equity interests in the Partnership. Under applicable laws governing limited partnerships, the General Partners of the Partnership, i.e., you and WHCT Management, Inc., are each jointly and severally liable for all of the obligations of the Partnership. Under the terms of the Partnership Agreement, the affairs of the Partnership are governed by the General Partners who vote in accordance with their respective equity interests in the Partnership.

Proposed Organization of New Corporation

On several occasions we have discussed the possibility of organizing a new corporation owned by you which would acquire your interest in the Partnership, as a means of reducing your personal exposure to liabilities of the Partnership. The various steps which would be involved in making such a change and certain related issues are outlined and discussed below.

1. Organization of New Corporation. A new corporation (referred to below as "RPR, Inc.") would be organized. The corporation could be either a Massachusetts or Connecticut corporation depending upon tax and other considerations.
2. Transfer of General Partnership Interest to Corporation; Amendment of Partnership Agreement. You would assign your interest in the Partnership to RPR, Inc., in exchange for the issuance by RPR, Inc., to you of shares of its Common Stock, whereupon you would be the sole stockholder of RPR, Inc., and RPR, Inc. would be the owner of the interest in the Partnership now held by you. The Partnership Agreement would simultaneously be amended so as to provide for your withdrawal as a General Partner and the substitution of RPR, Inc. The transfer of your Partnership interest to RPR, Inc. would be a tax-free transaction under the Internal Revenue Code.
3. Treatment of Partnership for Federal Income Tax Purposes; Additional Capital Contribution to RPR, Inc. Immediately following the transactions outlined above, the Partnership would have no individual General Partner and would have two corporate General Partners. In order for the Partnership to avoid being treated as a corporation for Federal income tax purposes, at least one of the corporate General Partners must meet two minimum requirements established by the Internal Revenue Service:

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Mr. Richard P. Ramirez
February 25, 1985
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(a) Minimum Capital. The net worth of the corporate General Partner (exclusive of its investment in the Partnership) must be at least 15% of the total capital contributions to the Partnership, or \$75,150.

(b) Control by Limited Partners. The Limited Partner (Astroline Company) may not own more than 20% of the stock of the corporate General Partner.

Because it is owned by Astroline Company, WHCT Management, Inc., is not capable of meeting the second of the two tests outlined above. RPR, Inc., which would be totally independent of the Limited Partner, would be capable of meeting the two-part test if it had a net worth in excess of \$75,150. Thus, in order to assure continuing treatment of the Partnership as a partnership for tax purposes, RPR, Inc., would require an additional capital contribution at the time of its organization of at least \$75,150.

4. Subchapter S Election; Pass Through of Partnership Profits and Losses. Following the consummation of the transactions described above, RPR, Inc., would realize its pro rata share of all partnership profits and losses. Should you wish to have such profits and losses passed through to you as an individual, RPR, Inc., may elect to be treated as a small business corporation pursuant to Subchapter S of the Internal Revenue Code. Following such an election, losses, incurred by RPR, Inc., would, in general, be allocated to you as an individual, provided that you may not deduct any amounts in excess of your basis in RPR, Inc. Immediately following the transactions described above, your basis would be equal to your basis in the Partnership interest transferred to RPR, Inc. (\$200) plus the amount of the additional capital which you transferred to RPR, Inc. (\$75,150). In the event the corporation is expected to have profits during any year, the Subchapter S election may be revoked at any time prior to March 15 of such year and such profits would be taxed at the corporate level.

5. Limited Liability of Corporation. The organization of RPR, Inc., and the transfer to RPR, Inc. of your interest in the Partnership would effectively limit your personal liability for Partnership obligations to the amounts which you contribute to the corporation.

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Mr. Richard P. Ramirez
February 25, 1985
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6. FCC Matters. It is my understanding that the above actions would require the filing of a notice with the FCC outlining such actions. Such a notice would be available to the public and would probably be seen by the Shurberg interests. Therefore, before undertaking any changes in the ownership of the Partnership, we should confer with Tom Hart as to the advisability of raising before the FCC any questions regarding your ultimate control of the Partnership.

After you have had a chance to review this letter, please give me a call. I will be happy to discuss any questions you may have or go into more detail regarding any of the matters described above.

Yours truly,



Carter S. Bacon, Jr.

CSB/aa

cc: Herbert A. Sostek
Fred J. Boling, Jr.
Thomas A. Hart
William C. Lance

ATTACHMENT B

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

MEMORANDUM

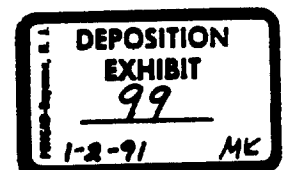
TO: Distribution
FROM: William C. Lance
DATE: May 21, 1985
SUBJECT: Astroline Communications Company - Meeting on May 20, 1985

A meeting was held at Peabody & Brown on Monday, May 20, 1985 to discuss a number of matters regarding Astroline Communications Company Limited Partnership ("ACC"), the FCC licensee and owner of WHCT-TV, Channel 18 in Hartford, Connecticut. Present were Richard Ramirez, General Partner of ACC; Herbert A. Sostek and Fred J. Boling, Jr. of Astroline Company; Thomas A. Hart, Jr. of Baker & Hostetler; Roger Eastman of Arthur Andersen & Co.; and William C. Lance of Peabody & Brown.

After discussion, the following decisions were made:

1) Transfer of Partnership Interest to Hart.

WHCT Management, Inc. presently holds a 9% Partnership Interest in ACC as a General Partner. WHCT Management will transfer a 3% Partnership Interest to Tom Hart in exchange for \$15,000 in cash. (This price is the same as the price at which Astroline Company, as described below, is transferring a 6% Partnership Interest to Martha and Robert Rose for \$30,000, i.e., \$5,000 for each 1% of



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Partnership Interest.) Hart will hold this 3% Partnership Interest, and will be admitted, as a General Partner of the Partnership.

2) Transfer of Partnership Interest to Planell.

WHCT Management will also transfer a 1% Partnership Interest to Terry Planell under the terms of an agreement which will provide for her ownership of this Interest to vest in increments over a period of several years while she is serving as the Director of Programming of WHCT-TV. This Interest will be held by Ms. Planell as a Limited Partner.

3) Letter from Ramirez re Further Minority Transfers.

Both Mr. Hart and Ms. Planell are qualified minority participants in the Station; and as a result of the transfers referred to in 1) and 2) above WHCT Management will have thereby transferred to minorities a total of 4% in Partnership Interests out of the total 9% Interest it presently holds, leaving WHCT Management with a 5% Partnership Interest as a General Partner. Those transfers will satisfy any and all obligations of WHCT Management regarding the transfer of Partnership Interests to minorities. Richard Ramirez will deliver a letter to ACC and the other Partners in ACC acknowledging that WHCT Management has fulfilled its commitments in this regard, that all further transfers of Partnership Interests to minorities will be made by Ramirez out of the 21% Partnership Interest he presently holds and that up to 10.5%, or 1/2, of his

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Partnership Interest is available for future transfers to qualified minority participants.

4) Transfer of Partnership Interest from Astroline Company to Martha and Robert Rose.

Astroline Company presently holds a 70% Partnership Interest in ACC as a Limited Partner. Astroline Company is transferring a 6% Partnership Interest to Martha and Robert Rose in exchange for \$30,000, which represents a pro rata portion of the total capital investment made by all Partners in ACC to date. Astroline Company will then hold the remaining 64% Limited Partner Interest, while continuing to own all the Common Stock of WHCT Management which will be holding a 5% General Partner Interest.

5) Liquidation of Astroline Company; Transfer of ACC Interest to Individuals.

For a variety of reasons, Astroline Company is being liquidated and dissolved. In connection with that liquidation all of the assets of Astroline Company, including its remaining 64% Limited Partnership Interest in ACC and all of the Common Stock of WHCT Management, will be transferred on a pro rata basis to the 5 individuals who are the partners of Astroline Company, consisting of Messrs. Sostek, Boling, Joel Gibbs, Richard Gibbs and Randall Gibbs. Thus, each of those individuals will become an owner of a 12.8% Limited Partner Interest in ACC and the owner of one-fifth of the Common Stock of WHCT Management.

6) Financing for ACC.

Based on existing projections, ACC will require a total of \$12-15 million to finance its operations and acquisitions of equipment and other assets during the next two years. ACC will attempt to obtain lease financing for the equipment required to the greatest extent possible; ACC will also seek to obtain mortgage financing for the full value of all real property owned or acquired by it. The Partners contemplate that the balance of the financing required, estimated to be \$10-12 million, will be obtained in the following manner:

Each of the Limited Partners (other than T. Planell) will personally borrow his or her pro rata share of the financing required from The First National Bank of Boston on a term-loan basis and will contribute the proceeds of such borrowing to ACC as an additional capital contribution to ACC. The terms of each of these loans will be identical and will provide for the Bank to lend each of the borrowers the interest to be paid on the loan during the initial period of the Station's operations. Each of the Limited Partners will then be able to deduct his or her proportionate share of the initial operating losses of the Station financed in this manner, in accordance with the special allocation of profits and losses described below. When the Station becomes profitable and generates a positive cash flow, profits and cash flow to the extent of the prior operating losses plus all interest and other financing costs paid by the Limited Partners will be

allocated to the Limited Partners as described below to enable them to repay their borrowings from The First National Bank.

7) Amendment of ACC Partnership Agreement - Special Allocation of Profits, Losses and Cash Flow.

In recognition of the financing being provided by the Limited Partners, the ACC Partnership Agreement will be amended to provide that until the Station begins to operate at a profit and generate a positive cash flow, 95% (or some similar percentage greater than their 70% Partnership interest) of the losses (and profits) will be allocated to the Limited Partners and 5% (or some similar percentage) of the losses (and profits) will be allocated to the General Partners of ACC; and that after the Station begins to generate a positive cash flow 95% of the profits (and losses) and cash flow will be allocated to the Limited Partners and 5% will be allocated to the General Partners until the Limited Partners have received allocations of profit equal to the aggregate of the prior losses allocated to them and cash flow equal to their total capital contributions to the Partnership in excess of \$500,000 (i.e., equal to the amount borrowed by the Limited Partners from The First National Bank and contributed to ACC as additional capital) plus all interest and other costs incurred by the Limited Partners with respect to such borrowings from The First National Bank. The details of this special allocation

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will be developed by Peabody & Brown and Arthur Andersen & Co. for review by the ACC Partners.

8) Amendment of ACC Partnership Agreement -- Special Allocation of Gain to General Partners.

The ACC Partnership Agreement will also be amended to provide that in the event the Station is sold for an amount which enables the Partnership, after the payment of all indebtedness and expenses, to realize a gain in excess of \$7,000,000, the first \$1,000,000 of such gain realized by the Partnership will be allocated entirely to the General Partners in accordance with their Partnership Interests and the gain in excess of \$1,000,000 will then be allocated 30% to the General Partners and 70% to the Limited Partners in accordance with their Partnership Interests.

9) Proposed Astroline Communications Realty Partnership.

Discussions have taken place regarding the possibility that a separate partnership, Astroline Communications Realty Company, might be created to own all of the real estate utilized by the Station and lease such real property to ACC. The Partnership Agreement for such a separate partnership has apparently been prepared by Schatz & Schatz. The conclusion was reached at the meeting that such a separate realty partnership would offer no material benefit, tax or otherwise, under the framework described above, that it would introduce unneces-

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sary complexity and that it should not be pursued. Mr. Ramirez will so inform Schatz & Schatz.

Peabody & Brown, working with Arthur Andersen, will prepare the Amended and Restated ACC Partnership Agreement and other documents required to carry out the foregoing. Mr. Hart, working with Peabody & Brown, will prepare the notices and other documents to be filed with the Federal Communications Commission to reflect the changes in the ownership of ACC involved. All documents will be executed and all filings will be made with the Federal Communications Commission immediately following the filing of a Reply Brief by Shurberg Broadcasting of Hartford with the United States Court of Appeals for the District of Columbia in the matter of Shurberg Broadcasting v. FCC or the expiration of the time for the filing of any such brief, estimated to be on or about June 20, 1985.

Distribution:

Richard Ramirez, Astroline Communications Company
Herbert A. Sostek, Astroline Company
Fred J. Boling, Jr., Astroline Company
Thomas A. Hart, Jr., Baker & Hostetler
Roger Eastman, Arthur Andersen & Co.

cc: Carter S. Bacon, Jr., Peabody & Brown
Mark Oland, Schatz & Schatz, Ribicoff & Kotkin

ATTACHMENT C

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

September 2, 1986

Richard P. Ramirez,
General Manager
Astroline Communications
Company Limited Partnership
18 Garden Street
Hartford, CT 06105

Dear Rich:

Enclosed for your records are two photocopies of the
December 31, 1985, Restated Partnership Agreement.

I believe one of the copies should be placed in your public
record file.

Please call if you have any questions.

Yours truly,


Carter S. Bacon, Jr.

CSB/aa
Enclosure

SEP 5 1986

92 89

ATTACHMENT D

11105, 500 file

PEABODY & BROWN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108
(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

CARTER S. BACON, JR., P.C.

July 28, 1987

FEDERAL EXPRESS

Dale Harburg
c/o Thomas A. Hart, Jr.
Baker & Hostetler
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

Dear Dale:

As we discussed, I am enclosing the following items:

1. Astroline Communications Company Limited Partnership Amended and Restated Limited Partnership Agreement and First Amendment.
2. Astroline Company Limited Partnership Agreement and First Amendment to Limited Partnership Agreement.
3. Amendment to Articles of Organization of WHCT Management, Inc.

Please call if you require any further information.

Yours truly,

Carter S. Bacon, Jr. / 29
Carter S. Bacon, Jr.

CSB/aa
Enclosures

+ copy that's note
about a letter
to the board

ATTACHMENT E

BAKER & HOSTETLER

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 621-0200
TWX 810 421 8375

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1541

IN MARYLAND
5000 SUNNYSIDE AVE. SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 937-4111

ATTORNEYS AT LAW
WASHINGTON SQUARE, SUITE 1100
1050 CONNECTICUT AVE., N.W.
WASHINGTON, D.C. 20036
(202) 861-1500
TELECOPIER: (202) 466-2387
TELEX 850-235-7278

IN DENVER, COLORADO
SUITE 1100, 303 EAST 17TH AVENUE
DENVER, COLORADO 80203
(303) 861-0600

IN ORLANDO, FLORIDA
200 SOUTH ORANGE AVENUE
SUITE 2300
ORLANDO, FLORIDA 32801
(305) 841-1111

IN VIRGINIA
437 N. LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 549-1294

September 7, 1988

WRITER'S DIRECT DIAL NO.:

(202) 861 — 1658

Mr. Richard P. Ramirez
c/o Astroline Communications
Company Limited Partnership
18 Garden Street
Hartford, CT 06105

Dear Richard:

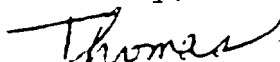
This letter is to confirm our telephone conversation of September 6, 1988. As I indicated during our conversation, there are certain matters which must be addressed before we can prepare Astroline's ownership report for WHCT-TV, Hartford, Connecticut.

First, there is the matter of the dissolution of WHCT Management, Inc. Please be advised that if WHCT Management Inc., is not dissolved, a separate ownership report will have to be filed disclosing its corporate structure. I recommend that this entity be dissolved and its ownership interest be distributed among the limited partners.

Next, there is the matter of updating the partnership report. Recent Commission precedent has established specific "preferred" language which the Commission recognizes as evidence of the insulation of limited partners from the management or operation of the media-related activities of the partnership. It is imperative that we amend the partnership agreement so that it accords with recent case law.

Please feel free to call me if you have any questions regarding this matter.

Sincerely,


Thomas A. Hart, Jr.

cc: Fred J. Boling, Jr. ✓
Carter S. Bacon, Jr. ✓
80920-85-001
1262:2667

CERTIFICATE OF SERVICE

I hereby certify that, on this 31st day of July, 1998, I caused copies of the accompanying "Response to 'Supplement to Joint Opposition'" to be placed in the U.S. Postal Service, first class postage prepaid, or hand delivered (as indicated below), addressed to the following:

The Honorable John M. Frysiak
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W. - Room 223
Washington, D.C. 20554
(BY HAND)

James Shook, Esquire
Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W. - Room 8202-F
Washington, D.C. 20554
(BY HAND)

Peter D. O'Connell, Esquire
Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006
Counsel for Martin W. Hoffman,
Trustee-in-Bankruptcy for
Astroline Communications Company
Limited Partnership
(BY HAND)

Howard A. Topel, Esquire
Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Suite 600
Washington, D.C. 20036
Counsel for Two If By Sea
Broadcasting Corporation
(BY HAND)

Kathryn R. Schmeltzer, Esquire
Fisher, Wayland, Cooper, Leader
& Zaragoza L.L.P.
2001 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20006-1851
Counsel for Richard P. Ramirez
(BY HAND)


/s/ Harry F. Cole
Harry F. Cole